

<i>Internal Use Only</i> TEDOCS #: _____ CT#: _____ CSN#: _____
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**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL PARTNERSHIP AGREEMENT**

WIN 20232.04

REGARDING

Anglers Road, WINDHAM

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the TOWN OF WINDHAM (“Windham”), a municipality in the State of Maine with offices located at 8 School Rd, Windham, ME.

WHEREAS, Windham shall perform intersection improvements with signal.. The work will consist of the realignment of Anglers Road and Whites Bridge road to create a 4 way signalized intersection with Route 302.

WHEREAS, Windham estimates this project at \$1,255,500

NOW THEREFORE, the parties hereby agree as follows: (The following information provides the scope of work for the services that Windham will perform under this AGREEMENT.)

WINDHAM SHALL:

- A. Shall procure and oversee an intersection improvement project with signal at White Bridge, Anglers, and Route 302 intersection.

- B. Perform such work in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.

- C. Agrees to secure all necessary Federal, State and Local permits necessary to complete the work. Windham also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.

- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:
- a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
 - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
 - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
 - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor; and,
 - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system.
 - f. Ensure the project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements to the maximum extent feasible.
- F. Provide certification through their Engineer to MaineDOT that the project is complete and was constructed as designed.
- G. Construction shall commence within twelve (12) months and shall be certified complete within twenty (24) months of execution of this agreement. Windham may forfeit the unpaid balance of this grant if these deadlines are not met or they can not demonstrate earnest and good faith efforts to meet them.

MAINEDOT SHALL:

- A. **Provide a maximum of \$500,000.00 in State funds supporting the project work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A, attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$500,000.00** or 50% of the actual costs incurred and paid by the Municipality.

Town of Windham and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

TOWN OF WINDHAM

Dated:_____

By:_____

Anthony Plante
Town Manager

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Dated:_____

By:_____

David Bernhardt, PE
Commissioner

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION

Municipal Partnership Initiative Project

MUNICIPALITY OF Windham

PROPOSED IMPROVEMENTS TO: Route 302

MPI FUNDING YEARS 2014/2015

STATE PROJECT IDENTIFICATION NUMBER (WIN) 20232.04

Project Scope: Intersection Improvements with Signal, White’s Bridge, Anglers, and Route 302 intersection

Funding Outline: The Total Project Estimated Cost is \$1,200,000, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	\$
Project Costs	58	755,500	42	500,000	1,255,500
PROJECT SHARES		\$755,500		\$500,000	\$1,255,500
Total Cost of Additional Work above agreement estimate	100%	0			
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		\$500,000.00			

REIMBURSEMENT SCHEDULE:

No more than \$100,000 in PE, CONST, CE costs can be incurred in calendar year 2014. Requests for reimbursement of 2014 expenditures can begin after January 1, 2015. The Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices. See below for ROW costs incurred prior to 2014.

COST SHARING:

The Town of Windham purchased property prior to this signed agreement expressly for the use in this project. MaineDOT will accept this prior purchase as part of the cost share for the project. The cost of the property is documented at \$455,500.

DESIGN EXCEPTIONS REQUIRED YES X NO